

April 24, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE SOLE SOURCE CONSULTING SERVICES AGREEMENT  
WITH HARRIS & ASSOCIATES FOR SPECIAL TAX ADMINISTRATION SERVICES  
FOR THE PUBLIC LIBRARY  
(ALL DISTRICTS) (3-VOTE MATTER)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign a sole source consultant agreement with Harris & Associates for the provision of annual administration and tax levying services for the Public Library's Special Tax Program for a term of five (5) years with month-to-month extensions, not to exceed a total of six (6) months.
2. Authorize the County Librarian or her designee to sign change notices and amendments for additional services for the provision of continuing consultant services, and the month-to-month extensions not to exceed six months under the terms of the agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Public Library has previously operated its tax administration services for its Special Tax Program under authority of a sole source purchase order. However, ISD has notified the Library that the aggregate expenditure for these services will reach the Purchasing Agent's delegated authority of \$100,000 this year. Therefore, we need to obtain Board approval of a new consulting services agreement for continued tax administration and tax levying services to be able to continue these services for the 2003-04 tax year. Approval of the proposed agreement will allow the Public Library to continue working with the current service provider under a new contract in lieu of an annual purchase order, and will assure the continuity of systems already in place for the administration of the Public Library's Special Tax Program.

The Public Library recommends that the Board approve the award of a sole source consulting services agreement to the firm of Harris & Associates (Harris) to provide these specialized annual administration and tax levying services. Harris is highly qualified to maintain and support the Department's special tax program, and the contract principals have had a unique working relationship with the Public Library supporting this program since its inception in 1994.

Continuing to contract with Harris & Associates provides continuity of contract staff. The principals in this firm working to support the Library have worked on this program almost continuously, although with different firms, from the beginning of our benefit assessment program in 1994, when the original CFD study was presented to the Board. That study led to the creation of the Public Library's benefit assessment. After the passage of Proposition 218, the Library CFD assessment was discontinued, and the voters authorized a special tax in 1997. We have continued the working relationship with these consultants through Harris & Associates since 1999, and they continue to provide the Library with excellent service.

We believe that Harris is uniquely qualified and experienced to continue providing these specialized services to the Public Library. Harris has developed and installed a customized parcel tax database on Library staff computers to enable us to access information regarding individual parcels to assist taxpayers in answering questions. Harris's customized software and support, along with their knowledge of the Department and the County's tax process, have been essential in the ongoing successful administration and levying of the Library's special tax.

#### Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of fiscal responsibility to effectively manage financial resources, and organizational effectiveness.

#### **FISCAL IMPACT/FINANCING**

We anticipate annual expenditures of approximately \$25,000 under the proposed agreement for both the routine work required to process the annual levy for the tax bills and the additional customized services needed to address specialized questions and other special program requirements which arise each year as additional services on an as-needed basis. Additional as-needed services will be paid on a scheduled fee-for-service basis as specified in the agreement. In addition, the agreement provides for the scheduled special service of a full database audit every five years at a lump sum cost of \$12,000 to assure the accuracy of the database and the parcel information. The next database audit is scheduled to occur in the 2004-05 tax year. The proposed agreement does not include any cost-of-living increases during the five-year term.

The revenue generated by this special tax is used to augment services at the libraries located in areas subject to the tax. The special tax is levied as a flat-rate per-parcel charge, and is subject to an annual CPI adjustment. The special tax generates approximately \$10 million each year for

support of Department services. Approval of the recommended action is necessary to maintain the levy and collection of this revenue source and the continuity of the special tax program.

The administrative costs of the special tax program, including the cost of providing this recommended consulting service, are financed by the tax revenue collected. There is no net County cost for this contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Your Board is authorized to approve this agreement pursuant to Government Code Section 31000. The recommended agreement with Harris is for a period of five years with month-to-month extensions, not to exceed a total of six (6) months.

The consultant agrees to notify and assist its employees with the Federal Earned Income Tax Credit application process and is required and has agreed to consider qualified GAIN/GROW participants for employment openings, and comply with the Jury Duty Ordinance, the Safely Surrender Baby Law and the County's Child Support Compliance Program. The Child Support Services Department has confirmed that the recommended contractor has complied with the requirement to file a Principal Owner Information Form with its office.

The Library has determined that the Living Wage program (County Code Chapter 2.201) does not apply to the proposed agreement. Upon final analysis and consideration of award, Harris was selected without regard to race, gender, color or creed.

The agreement includes all currently required contracting provisions and has been properly executed by the consultant. County Counsel has reviewed and approved this agreement as to form.

### **CONTRACTING PROCESS**

On April 4, 2003, the Department notified the Board of our intent to negotiate this sole source agreement. We have negotiated the terms and conditions of the agreement directly with Harris based on a defined scope of work. The fees contained in the agreement for the services provided are consistent with the charges under previous County purchase orders with Harris and reasonable for these highly specialized services.

### **IMPACT ON CURRENT SERVICES**

Collection of these taxes provides necessary funds to finance the continuation of supplemental services in the areas affected by the special tax served by the County Public Library. Award of this agreement will allow the Public Library to continue the ongoing successful administration and levying of the Library's special tax.

The Honorable Board of Supervisors  
April 24, 2003  
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Respectfully submitted,

Margaret Donnellan Todd  
County Librarian

MDT:DF:EVT:jm

c: Chief Administrative Office  
County Counsel  
Executive Office, Board of Supervisors  
Auditor-Controller

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**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**HARRIS & ASSOCIATES**

**FOR**

**SPECIAL TAX ADMINISTRATIVE SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
HARRIS & ASSOCIATES  
FOR  
SPECIAL TAX ADMINISTRATIVE SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the County of Los Angeles, hereinafter referred to as County and Harris & Associates, hereinafter referred to as Consultant. Harris & Associates is located at 34 Executive Park, Suite 150, Irvine, CA 92614.

**RECITALS**

WHEREAS, the County is authorized pursuant to Government Code Section 31000 to contract for special services, Consultant is qualified and has the ability to perform the Special Tax Administrative Services.

WHEREAS, the Consultant is a private firm specializing in providing Special Tax Administrative Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A: Statement of Work
- 1.2 EXHIBIT B: Fee Schedule
- 1.3 EXHIBIT C: INTENTIONALLY OMMITTED
- 1.4 EXHIBIT D: Consultant's EEO Certification
- 1.5 EXHIBIT E: County's Administration
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- 1.9 EXHIBIT I: Jury Service Ordinance
- 1.10 EXHIBIT J: Safely Surrendered Baby Law
- 1.11 EXHIBIT K: Contract Discrepancy Report

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Consultant. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Consultant:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.3 Consultant Project Manager:** The individual designated by the Consultant to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the daily activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Consultant.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 County:** County of Los Angeles.
- 2.10 Library:** County of Los Angeles Public Library.
- 2.11 County Librarian:** Department Head of the County of Los Angeles Public Library.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Consultant shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** Consultant will use the usual and customary level of care and skill ordinarily exercised by Consultants providing similar services under similar conditions in similar localities.
- 3.3** If the Consultant provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim whatsoever against the County.

## **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be 5 years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Thereafter, on a month-to-month basis, not to exceed six months. The County Librarian has the authority to sign an extension for the County.
- 4.2** Consultant shall notify the Library when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Consultant shall send written notification to Library at the address herein provided in *Exhibit E - County's Administration*.

## **5.0 CONTRACT SUM**

The anticipated annual Contract Sum is approximately \$25,000 for both the routine work required to process the annual levy for the tax bills and the additional customized services needed to address specialized questions and other special program requirements on an as-needed basis. In addition, a scheduled special service of a full database audit will be conducted every five years for a sum of \$12,000.

- 5.1** The Contract Sum under the terms of this Contract shall be the total monetary amount payable by COUNTY to CONSULTANT each contract year for provision of Consultant Services specified herein in accordance with the Fee Schedule set forth in Exhibit B.
- 5.2** Additional services may be authorized at the discretion of the County Project Director, as specified in writing pursuant to Section 8.4, *Change Notices and Amendments* herein, for the provision of continuing Consultant Services and shall be payable by COUNTY to CONSULTANT, as specified in Exhibit B, Fee Schedule.
- 5.2.1** The Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Consultant's duties, responsibilities, or obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3** Consultant shall maintain a system of record keeping that will allow Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Consultant shall send written notification to Library at the address herein provided in *Exhibit E*.

**5.4 No Payment for Services Provided Following Expiration/  
Termination of Contract**

Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

- 5.5.1** The Consultant shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Consultant shall prepare invoices, which shall include the charges owed to the Consultant by the County under the terms of this Contract. The Consultant's payments shall be as provided in *Exhibit B - Fee Schedule*, and the Consultant shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Consultant for that work.

- 5.5.2** The Consultant's invoices shall be priced in accordance with *Exhibit B - Fee Schedule*.

- 5.5.3** The Consultant's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.5.4** The Consultant shall submit the invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5** For authorized work designated as “Additional Services”, payment shall be based on Consultant’s proposal for the work contemplated. County shall authorize said work based upon Consultant’s proposal and thereafter Consultant shall submit an invoice to County, in all respects satisfactory to the County’s Project Director. Additional services may be authorized for submission to the Consultant, as specified in writing, pursuant to Section 8.4, for increase in Consultant Services.
- 5.5.6** In the event that Consultant’s proposal is not approved, the County’s Project Director reserves the right to perform such work with County forces, or to contract with a third party for such work.
- 5.5.7** All invoices under this Contract shall be submitted in two (2) copies to the following address:

**County of Los Angeles Public Library  
Michele Mathieu  
Contract Project Manager  
7400 East Imperial Highway, Room 206  
Downey, Ca. 90242**

- 5.5.8 County Approval of Invoices.** All invoices submitted by the Consultant for payment must have the written approval of the County’s Project Manager prior to any payment thereof, payment shall be approximately forty-five (45) days after submission of invoices. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval of invoices submitted will be subject to auditing requirements of the County.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E*. The County shall notify the Consultant in writing of any change in the names or addresses shown.

## **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Consultant in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with Consultant's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Consultant. The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

# **7.0 ADMINISTRATION OF CONTRACT - CONSULTANT**

## **7.1 Consultant's Project Manager**

**7.1.1** Consultant's Project Manager is designated in *Exhibit F*. The Consultant shall notify the County in writing of any change in the name or address of the Consultant's Project Manager.

**7.1.2** Consultant's Project Manager shall be responsible for Consultant's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

## **7.2 Approval of Consultant's Staff**

County has the absolute right to approve or disapprove all of Consultant's staff performing work hereunder and any proposed changes in Consultant's staff, including, but not limited to, Consultant's Project Manager. County may request that Consultant's staff be immediately removed from working on the County Contract at any time during the term of the Contract.

## **7.3 Consultant's Staff Identification**

**7.3.1** Consultant shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Consultant will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Consultant implementing the use of the badge. Consultant staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

**7.3.2** Consultant shall notify the County within one business day when staff is terminated from working on this Contract. Consultant is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

**7.3.3** If County requests the removal of Consultant's staff, Consultant is responsible to retrieve and immediately destroy the Consultant's staff's County photo identification badge at the time of removal from working on the Contract.

## **7.4 Confidentiality**

The Consultant shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Consultant shall inform all of its officers, employees, agents and sub-Consultants providing services hereunder of the confidentiality provisions of this Contract. The Consultant shall cause each employee performing services covered by this Contract



to sign and adhere to the *“Consultant Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”*, Exhibit G1. The Consultant shall cause each non-employee performing services covered by this Contract to sign and adhere to the *“Consultant Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”*, Exhibit G2.

## **8.0 TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

**8.1.1** The Consultant shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County Librarian. Any unapproved assignment or delegation shall be null and void. Any payments by the Library to any approved delegate or assignee on any claim under this Contract shall be deductible, at Library’s sole discretion, against the claims, which the Consultant may have against the County.

**8.1.2** If any assumption, assignment, delegation, or takeover of any of the Consultant’s duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Library’s express prior written approval, may result in the termination of this Contract.

### **8.2 AUTHORIZATION WARRANTY**

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

### **8.3 BUDGET REDUCTIONS**

In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Contract. The

County's notice to the Consultant regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Consultant shall continue to provide all of the services set forth in the Contract.

#### **8.4 CHANGE NOTICES AND AMENDMENTS**

- 8.4.1** The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Consultant and by the County Project Director.
- 8.4.2** For any change that affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors.
- 8.4.3** The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Consultant and by the County Librarian.
- 8.4.4** The County Librarian may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Consultant and by the County Librarian.
- 8.4.5** The County Project Director is authorized to add additional services for the provision of consultant services as specified in Section 5.5.5.

## **8.5 COMPLIANCE WITH APPLICABLE LAW**

**8.5.1** The Consultant shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.5.2** The Consultant shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-Consultants of any such laws, rules, regulations, ordinances, or directives.

## **8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with *Exhibit D - Consultant's EEO Certification*.

## **8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.7.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **8.7.2 Written Employee Jury Service Policy.**

1. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its

Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Consultant" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any sub-Consultant to perform services for the County under the Contract, the sub-Consultant shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Jury Service Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or

that Consultant continues to qualify for an exception to the Program.

4. Consultant's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.8 CONFLICT OF INTEREST**

**8.8.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.8.2** The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT**

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give **first consideration** for such employment openings to qualified, permanent County employees

who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.11 CONSULTANT'S RESPONSIBILITY AND DEBARMENT**

##### **8.11.1 Responsible Consultant**

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Consultants.

##### **8.11.2 Chapter 2.202 of the County Code**

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Consultant may have with the County.

##### **8.11.3 Non-Responsible Consultant**

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a

Contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.11.4 Consultant Hearing Board**

If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

#### **8.11.5 Sub-Consultants of Consultant**

These terms shall also apply to Sub-Consultants of County Consultants.

#### **8.12 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The County's Child Support Services Department will supply the Consultant with the poster to be used.

#### **8.13 CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.13.1** The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Contract in



jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract

#### **8.15 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Consultant warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Consultant shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Consultant shall retain all such documentation for all covered employees for the period prescribed by law.

The Consultant shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Consultant or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.16 FACSIMILE REPRESENTATIONS**

The County and the Consultant hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.17 FAIR LABOR STANDARDS**

The Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and Attorney fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Consultant's employees for which the County may be found jointly or solely liable.

## **8.18 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT CONSULTANT STATUS**

**8.19.1** This Contract is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.19.2** The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

**8.19.3** The Consultant understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to

any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Contract.

**8.19.4** As previously instructed in Sub-paragraph 7.4 - Confidentiality, the Consultant shall cause each employee performing services covered by this Contract to sign and adhere to the *"Consultant Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G1*. The Consultant shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"Consultant Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G2*.

## **8.20 INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Contract. The Contractor's obligations shall survive the expiration or termination of this Contract.

## **8.21 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the County and during the term of this Contract, the Consultant shall provide and maintain, and shall require all of its sub-Consultants to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Consultant's own expense.

**8.21.1 Evidence of Insurance:** Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**County of Los Angeles Public Library  
Contracting Unit  
Elena Villacres Torres  
7400 East Imperial Highway, Room 206  
Downey, CA. 90242**

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.21.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A-: VII unless otherwise approved by the County.

**8.21.3 Failure to Maintain Coverage:** Failure by the Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Consultant resulting from said breach.

Alternatively, the County may purchase such required insurance coverage, and without further notice to the Consultant, the County may deduct from sums due to the Consultant any premium costs advanced by the County for such insurance.

**8.21.4 Notification of Incidents, Claims or Suits: Consultant shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Consultant and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Consultant arising from or related to services performed by the Consultant under this Contract.
- Any injury to a Consultant employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Consultant under the terms of this Contract.

**8.21.5 Compensation for County Costs:** In the event that the Consultant fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Consultant shall pay full compensation for all costs incurred by the County.

**8.21.6 Insurance Coverage Requirements for Sub-Consultants:** The Consultant shall ensure any and all sub-Consultants performing services under this Contract meet the insurance requirements of this Contract by either:

- The Consultant providing evidence of insurance covering the activities of sub-Consultants, or
- The Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. The County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

## **8.22 INSURANCE COVERAGE REQUIREMENTS**

**8.22.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.22.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**8.22.3 Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Consultant is responsible. If the Consultant’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Consultant is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

## **8.23 MOST FAVORED PUBLIC ENTITY**

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.24 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.24.1** The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.24.2** The Consultant shall certify to, and comply with, the provisions of *Exhibit D - Consultant's EEO Certification*.

**8.24.3** The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.24.4** The Consultant certifies and agrees that it will deal with its sub-Consultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.24.5** The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.24.6** The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.24 when so requested by the County.
- 8.24.7** If the County finds that any provisions of this Sub-paragraph 8.24 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.
- 8.24.8** The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.



#### **8.25 NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict Library from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.26 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.27 NOTICE OF DISPUTES**

The Consultant shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

#### **8.28 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Consultant shall notify its employees, and shall require each sub-Consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.29 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Consultant's Administration*. Either party, giving ten (10) days prior written notice thereof to the other party, may change addresses. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **8.30 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 8.30.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Consultant's work pursuant to this Contract. Consultant, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Consultant's work under this Contract.
- 8.30.2** During the term of this Contract and for five (5) years thereafter, Consultant shall maintain and provide security for all Consultant's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 8.30.3** Any and all materials, software and tools which are developed or were originally acquired by Consultant outside the scope of this Contract, which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Consultant as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 8.30.4** County will use reasonable means to ensure that Consultant's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Consultant.
- 8.30.5** Notwithstanding any other provision of this Contract County will not be obligated to Consultant in any way under Sub-paragraph 8.30.4 for any of Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by

Sub-paragraph 8.30.3 or for any disclosure which County review is required to make under any state or federal law or order of court.

**8.30.6** All the rights and obligations of this Sub-paragraph 8.30 shall survive the expiration or termination of this Contract.

### **8.31 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**8.31.1** Consultant shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Consultant's work under this Contract. County shall inform Consultant as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Consultant's defense and settlement thereof.

**8.31.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Consultant, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**8.31.3** Consultant shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Consultant, in a manner for which the questioned product was not designed nor intended.

## **8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to Sub-paragraph 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.33.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.34 PUBLICITY**

**8.34.1** The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions.

- The Consultant shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

**8.34.2** The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.34 shall apply.

## **8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles

County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.35.1** In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.35.2** Failure on the part of the Consultant to comply with any of the provisions of this Sub-paragraph 8.35 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.35.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **8.36 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.37 SAFELY SURRENDERED BABY LAW**

The Consultant shall notify and provide to its employees, and shall require each sub-Consultant to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit J of this Contract.

### **8.38 SUBCONTRACTING**

**8.38.1** The requirements of this Contract may not be subcontracted by the Consultant **without the advance approval of the County**. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.38.2** If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request:

- A description of the work to be performed by the sub-Consultant;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.38.3** The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every sub-Consultant in the same manner and to the same degree as if such sub-Consultant(s) were Consultant employees.

**8.38.4** The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the County's approval of the Consultant's proposed subcontract.

- 8.38.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including sub-Consultant employees, providing services under this Contract. The Consultant is responsible to notify its sub-Consultants of this County right.
- 8.38.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and sub-Consultant employees.
- 8.38.7** The Consultant shall be solely liable and responsible for all payments or other compensation to all sub-Consultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.38.7** The Consultant shall obtain certificates of insurance, which establish that the sub-Consultant maintains all the programs of insurance required by the County from each approved sub-Consultant. Before any sub-Consultant employee may perform any work hereunder, the Consultant shall ensure delivery of all such documents to:

**County of Los Angeles Public Library  
Contracting Unit  
Elena Villacres Torres  
7400 East Imperial Highway, Room 206  
Downey, CA. 90242**

**8.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of the Consultant to maintain compliance with the requirements set forth in Sub-paragraph 8.13 - Consultant's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Consultant under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.41 - Termination for Default.



## **8.40 TERMINATION FOR CONVENIENCE**

**8.40.1** This Contract may be terminated, in whole or in part, from time to time, when the County, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.40.2** After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.40.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Sub-paragraph 8.35, Record Retention & Inspection/Audit Settlement.

## **8.41 TERMINATION FOR DEFAULT**

**8.41.1** The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Consultant has materially breached this Contract;
- Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing)

after receipt of written notice from the County specifying such failure.

**8.41.2** In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**8.41.3** Except with respect to defaults of any sub-Consultant, the Consultant shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.41.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a sub-Consultant, and if such default arises out of causes beyond the control of both the Consultant and sub-Consultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Sub-paragraph 8.41.3, the terms "sub-Consultant" and "sub-Consultants" mean sub-Consultant(s) at any tier.

**8.41.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.41, it is determined by the County that the Consultant was not in default under the provisions of this Sub-paragraph 8.41, or that the default was excusable under the provisions of Sub-paragraph 8.41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to Sub-paragraph 8.40 - Termination for Convenience.

**8.41.5** In the event the County terminates this Contract in its entirety due to the Consultant's default as provided in Sub-paragraph 8.41.1, the Consultant and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Consultant and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.41.2, be entitled to liquidated damages from the Consultant, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Consultant to the County by cash payment upon demand or, at the sole discretion of the Library, or designee, deducted from any amounts due to the Consultant by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Consultant's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.20 - Indemnification.

**8.41.6** The rights and remedies of the County provided in this Sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.42 TERMINATION FOR IMPROPER CONSIDERATION**

**8.42.1** The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Consultant's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

**8.42.2** The Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**8.42.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.43 TERMINATION FOR INSOLVENCY**

**8.43.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Consultant; or
- The execution by the Consultant of a general assignment for the benefit of creditors.

**8.43.2** The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

#### **8.46 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.47 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.48 WARRANTY AGAINST CONTINGENT FEES

**8.48.1** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

**8.48.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

*/ /*

IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By   
Jeffrey Cooper, Senior Vice President  
Harris & Associates  
34 Executive Park, Suite 150  
Irvine, CA 92614-4705

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
(Mayor/Chairman), Board of Supervisors

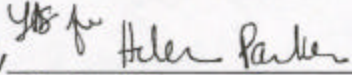
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By   
Principal Deputy County Counsel

**CONTRACT FOR  
SPECIAL TAX ADMINISTRATIVE SERVICES**

**TABLE OF CONTENTS OF EXHIBITS**

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**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

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       & COPYRIGHT ASSIGNMENT AGREEMENT
- G2    CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
       CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

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***EXHIBIT A***  
***STATEMENT OF WORK***

## ***FEE SCHEDULE***

## SPECIAL TAX ADMINISTRATIVE SERVICES FEE SCHEDULE

The following table lists the Consultant's fees for required services:

<b>REQUIRED SERVICES</b>	<b>FEE</b>
Preliminary Database Update	\$3,500
Special Tax Levy	\$15,000
Database Audit	\$12,000

The following table lists fees that will be charged for submitting correction tapes after the special tax levy submission deadline to the County Auditor-Controller:

<b>OPTIONAL SERVICES Correction Tapes</b>	<b>FEE</b>
First 100 parcels included on correction tape	\$500
Each additional 100 parcels to be placed on same tape	\$100

Additional services will be charged based on the following hourly rates:

<b>POSITION</b>	<b>HOURLY RATE</b>
Project Director	\$220
Project Manager	\$190
Deputy Project Manger	\$170
Senior Project Analyst	\$90
Project Analyst	\$75
Clerical Staff	\$65

Expenses: At cost

**INTENTIONALLY OMMITTED**

**CONSULTANT'S EEO CERTIFICATION**

---

Consultant Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

---

Special Tax Administrative Services

May 2003

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: David Flint  
Title: Assistant Director, Finance & Planning  
Address: 7400 East Imperial Highway  
Downey, CA 90242  
Telephone: (562) 940-8406  
Facsimile: (562) 803-3032  
E-Mail Address: Davidf@lhqsmtp.colapl.org

### COUNTY PROJECT MANAGER:

Name: Michele Mathieu  
Title: Administrative Assistant III  
Address: 7400 East Imperial Highway  
Downey, CA 90242  
Telephone: (562) 940-8455  
Facsimile: (562) 803-0330  
E-Mail Address: Michelem@lhqsmtp.colapl.org

### COUNTY CONTRACT PROJECT MONITOR:

Name: Michele Mathieu  
Title: Administrative Assistant III  
Address: 7400 East Imperial Highway  
Downey, CA 90242  
Telephone: (562) 940-8455  
Facsimile: (562) 803-0330  
E-Mail Address: Michelem@lhqsmtp.colapl.org

**CONSULTANT'S ADMINISTRATION**

---

CONSULTANT'S NAME

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Notices to Contractor shall be sent to the following address:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

---

Special Tax Administrative Services

May 2003

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1     CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT
  
- G2     CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT



**CONTRACT FOR  
SPECIAL TAX ADMINISTRATIVE SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
Special Tax Administrative Services

May 2003

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACT FOR  
SPECIAL TAX ADMINISTRATIVE SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
Special Tax Administrative Services

May 2003

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived there from shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## EXHIBIT H

**FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING  
INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE  
INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF  
THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.**

H1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

H2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

H3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF  
COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH  
COPYRIGHT BUREAU)*

## INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles

Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_,

as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_

for \_\_\_\_\_,

dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

(To Be Completed By County and attached to H1 and/or H2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH  
COPYRIGHT BUREAU**

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 200\_\_\_\_, before me, the undersigned, a Notary Public in and  
for the State of California, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the corporation that executed the within Assignment and Transfer of Copyright, and further  
acknowledged to me that such corporation executed the within Assignment and Transfer  
of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## **SAFELY SURRENDERED BABY LAW**

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely  
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever  
has to abandon a child again.**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary  
**Department of Social Services**  
Rita Saenz, Director

FUB 400 (8/02)

**no shame.  
no blame.  
no names.**

**now there's a way  
to safely surrender  
your baby**



**What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

---

**Every baby deserves a chance for a healthy life.  
If you or someone you know is considering  
giving up a child, learn about your options.**

---



**Los Angeles County**  
**Safely**  
**Surrendered**  
**Baby**  
**Hotline**



**(877)BABY SAFE**  
**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

**TECHNICAL EXHIBIT K  
CONTRACT DISCREPANCY REPORT**

**TO:****FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY  
PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date

**COUNTY  
ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_



# STATEMENT OF WORK

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# STATEMENT OF WORK (SOW)

## 1.0 BACKGROUND

The County of Los Angeles Public Library (Library) has a special tax charged, on a per parcel basis, to parcels in 11 incorporated cities and the unincorporated areas of Los Angeles County served by the Public Library. Services are required to obtain the special tax database from the Assessor's Office to prepare the library's special tax database to submit to the Auditor-Controller for inclusion on the property tax bills.

On June 3, 1997, the voters of Los Angeles County approved, by two-thirds vote, a ballot measure (Proposition L) establishing a special tax for the Public Library. The special tax provides funding for the Public Library and replaces an approximate \$9 million annual revenue that was lost when the Library's Community Facilities District #8 (CFD) was discontinued as a result of the passage of Proposition 218 in November 1996. Proposition 218 prohibited the County from continuing the CFD property assessment after June 30, 1997.

The revenue generated by the CFD was used to increase service levels in 44 libraries in the CFD area. The CFD area included unincorporated areas of Los Angeles County and the following cities served by the Library: Cudahy, Culver City, Duarte, El Monte, La Canada-Flintridge, Lakewood, Lomita, Lynwood, Maywood, Santa Clarita and West Hollywood.

Proposition L authorized a special tax of \$22 per year on all parcels, regardless of size or type of property, located in the 11 cities and unincorporated county areas that previously participated in the CFD. The measure specified that the revenue generated from the special tax levy be dedicated exclusively to support library services serving the communities subject to the special tax.

The special tax is subject to an annual Consumer Price Index (CPI) adjustment effective on July 1. The special tax is adjusted for inflation in the same manner as the general *ad valorem* property tax and cannot exceed two percent per year.

The Library's special tax is charged to approximately 400,000 parcels per year. The task of preparing the annual special tax database for inclusion on property tax bills requires the services of an outside Consultant.

## **2.0 SPECIFIC WORK REQUIREMENTS**

### **2.1 REQUIRED ANNUAL SERVICES**

#### **2.1.1 PRELIMINARY DATABASE UPDATE**

Consultant shall provide the summary information needed by the Library to set the tax rate for each Fiscal Year.

##### **2.1.1.1 Parcel Annexation Updates**

Consultant will update the Library's special tax database to reflect annexation of parcels by cities not participating in the special tax, as well as documented changes to the taxable status of parcels based on Library staff review.

##### **2.1.1.2 Preliminary Summary Data**

Consultant shall provide preliminary summary information for each city and the unincorporated portion of the County.

#### **2.1.2 SPECIAL TAX LEVY**

Consultant will incorporate the latest Assessor's parcel information into the special tax database, submit the special tax amounts to the County Auditor-Controller for inclusion on the property tax bills, and provide summary information to the Library regarding what was accepted and levied by the County.

##### **2.1.2.1 Database Update**

In mid to late June, the Consultant will coordinate with the Library to obtain the latest equalized County Assessor's Roll, incorporate the new parcel information into the special tax database and finalize the special tax Roll. This includes calculating the parcel areas for the new parcels.

##### **2.1.2.2 Confirm Tax Rate**

Consultant will confirm the proposed tax rate to be applied to each parcel for each Fiscal Year.

##### **2.1.2.3 Submittal to Auditor-Controller**

After confirmation of the tax rate, the Consultant will submit the special tax Roll in the required electronic format to the Los Angeles County Auditor-Controller's office and make necessary corrections, as required, after receipt of the Exception Report from the County.

#### **2.1.2.4 Final Summary**

Consultant shall provide the Library with a summary of the final special tax levy, as accepted by the County Auditor-Controller, for each city and the unincorporated portion of the County. This includes providing a listing of the Assessor's map books within the unincorporated areas and the associated total amount of the special tax generated in each.

#### **2.1.2.5 Interface Program Update**

Provide the Library with an updated electronic database for the interface program that will be compatible with a network environment. Consultant will provide one (1) copy of the update on a CD-ROM and/or one (1) copy on diskette.

### **2.2 DATABASE AUDIT**

Due to ongoing annexation of territories between cities and the County, a database audit shall be conducted every 5 years to confirm that all appropriate parcels are included in the special tax database and that there are no inappropriate parcels. The last database audit was performed in Fiscal Year 1999-2000. Therefore, the next audit will be conducted in Fiscal Year 2004-05 after the assessments have been submitted to and accepted by the Auditor-Controller.

#### **2.2.1 Information Collection**

Consultant shall coordinate with the Library to obtain the latest County Cross Reference Roll, the County TRA Agency Listing, and the County Agency TRA Cross Reference.

#### **2.2.2 Database Audit**

Consultant will examine all provided information to determine the parcels belonging within the special tax District boundaries. A new database will be created based on said parcel determination, and a comparison of the new database with the Fiscal Year 2004-05 database will be made for possible inconsistencies. Consultant shall provide a report to the Library discussing the findings resulting from the database audit. A single consolidated database will be compiled based on the findings.

### **2.3 SCHEDULE**

The work, as specified in 2.0, *Specific Work Requirements* will be performed in accordance with the time requirements specified by the County Auditor-Controller, to the extent that it is feasible for the Consultant to meet those time requirements.

However, Consultant will complete all work no later than the deadline specified by the Auditor-Controller.

The Interface Program Update, 2.1.2.5 and the Database Audit, 3.2 will be conducted, reviewed, and completed based on a schedule mutually agreed between the County and the Consultant.

## **2.4 OPTIONAL SERVICES**

These services are supplemental to the Annual Services described in 2.1.

### **2.4.1 Correction Tapes**

Consultant will assist the Library with the preparation of correction tapes as needed for submittal to the County Auditor-Controller as requested and authorized by the Library. Consultant will modify the database to correct the special tax amount assigned to the identified parcels, as specified by the Library, and will download the corrected special taxes to magnetic tape and transmit the tape to the Los Angeles County Auditor-Controller.

**2.4.2** Any other optional services requested and authorized by the Library.

## **2.5 ADDITIONAL SERVICES**

**2.5.1** Database Interface Program – Expansion of Capabilities

**2.5.2** Any other services requested and authorized by the County Project Director.

## **3.0 QUALITY CONTROL**

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Consultant's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### **4.1 Meetings as Required**

Consultant shall meet with the Library as needed to monitor the successful progress of the contract not to exceed 1 meeting per month.

#### **4.2 Contract Discrepancy Report (*Technical Exhibit K*)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Consultant.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

#### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

### **5.0 RESPONSIBILITIES**

The County's and the Consultant's responsibilities are as follows:

#### **5.1 COUNTY**

##### **5.1.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract. Specific duties will include:

**5.1.1.1** Monitoring the Consultant's performance in the daily operation of the contract.

**5.1.1.2** Providing direction to the Consultant in areas relating to policy, information and procedural requirements.

- 5.1.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

## **5.1.2      Furnished Items**

- 5.1.2.1 Provide all available data from County, which is pertinent to consultants work, including, but not limited to, copies of the latest Assessor's parcel maps, County base-maps, past annexation maps and past parcel corrections, and any other maps as needed and requested.
- 5.1.2.2 Provide the current County Assessor's Roll for the County on magnetic tape, as well as the County Cross-reference Roll, the county TRA Agency Listing, the County Agency TRA Cross Reference and other information as needed.
- 5.1.2.3 Assist with coordination and information gathering from the Assessor's office and the Auditor-Controller's office as needed.
- 5.1.2.4 Provide qualified legal counsel to draft all legal notices, resolutions, etc., and provide legal advice.
- 5.1.2.5 Schedule and conduct public information meetings as needed.
- 5.1.2.6 Schedule meetings and hearings as required by law.
- 5.1.2.7 Answer public inquiries regarding the Special tax.

## **5.2      CONSULTANT**

### **5.2.1      Project Manager**

- 5.2.1.1 Consultant shall provide a full-time Project Manager or designee satisfactory to the County, County must have access to the Project Manager or designee Monday through Friday, 8:00 a.m. - 5:00 p.m. Pacific Standard Time (PST), excluding holidays.

**5.2.1.2** Project Manager or designee shall act as a primary point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

**5.2.1.3** Project Manager/alternate shall have full authority to act for Consultant on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

**5.2.2 Personnel**

**5.2.2.1** Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Consultant in every detail and must speak and understand English.

**5.2.2.2** County may require the Consultant, at its expense, to conduct background security checks on its employees.

**5.2.3 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant.

**5.2.4 Training**

**5.2.4.1** Consultant shall provide training programs for all new employees and continuing in-service training for all employees.

**5.2.4.2** All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

**5.2.5 Consultant's Office**

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. At least one employee who can respond to inquires and complaints, which may be received about the Consultant's performance of the Contract, shall staff the office Monday thru Friday, 8:00 a.m. to 5:00 p.m. PST.